

AUTHORIZING RESOLUTION NO. 3203

A RESOLUTION OF THE GOVERNING BODY OF VILLAGE OF HOMEWOOD AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT AND SEPARATE SCHEDULES WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT AND OTHER PROPERTY FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Village of Homewood (the "**Lessee**"), a city duly organized and existing as a political subdivision of the State of Illinois, is authorized by the laws of the State of Illinois to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment and other property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment and other property, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "**Master Agreement**") and separate Schedules from time to time as provided in the Master Agreement with BMO Harris Investment Company LLC (or its affiliates), as lessor (the "**Lessor**"), the form of which has been presented to the governing body of the Lessee at this meeting and Equipment Schedule No. 42033 thereto dated November 26, 2024 (together with the Master Agreement, the "**Lease**"), between the Lessee and Lessor, and that certain Escrow Agreement dated as of November 26, 2024 (the "**Escrow Agreement**"), among the Lessee, Lessor, and the escrow agent therein identified; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Master Agreement, and the separate Schedules as provided in the Master Agreement, including the Lease and the Escrow Agreement for the purchase, acquisition and leasing of the equipment and other property to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of VILLAGE OF HOMEWOOD as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Master Agreement and the separate Schedules as provided in the Master Agreement and the Lease and the Escrow Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Village President of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Village President of the Lessee is hereby authorized and directed to execute, and the Village President of the Lessee is hereby authorized and directed to attest, the Master Agreement and each Schedule and any related Exhibits attached thereto and the Lease and the Escrow Agreement and to deliver the Master Agreement and each Schedule (including such Exhibits) and the Lease and the Escrow Agreement to the respective parties thereto, and the Village Clerk of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Master Agreement and each Schedule and the Lease and the Escrow Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of acceptance certificates and any tax certificate and agreement, each with respect to separate Schedules, as contemplated in the Master Agreement) and

to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Agreement and each Schedule and the Lease and the Escrow Agreement.

Section 3. No General Liability. Nothing contained in this Resolution, the Master Agreement, any Schedule, the Lease or the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Master Agreement, any Schedule, the Lease or the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rent payments payable under each Lease (as such term is defined in the Master Agreement) are special limited obligations of the Lessee as provided in such Lease.

Section 4. Appointment of Authorized Lessee Representatives. The Village Manager and Finance Director of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Master Agreement and each Schedule and the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Master Agreement and each Schedule and the Lease and the Escrow Agreement.

Section 5. Designation for Purposes of Section 265(b)(3) of the Internal Revenue Code of 1986. The governing body of the Lessee hereby designates Equipment Schedule No. 42033 to be dated November 26, 2024, and that incorporates by reference the terms and conditions of the Master Agreement, as a “qualified tax-exempt obligation” for purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 26 day of November,
2024.

VILLAGE OF HOMEWOOD
as Lessee

[SEAL]

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____